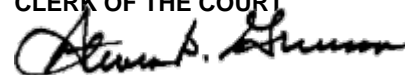


# EXHIBIT A

Electronically Filed  
11/18/2021 11:04 AM  
Steven D. Grierson  
CLERK OF THE COURT



JORDAN P. SCHNITZER, ESQ.  
Nevada Bar No. 10744  
THE SCHNITZER LAW FIRM  
9205 W. Russell Road, Suite 240  
Las Vegas, Nevada 89148  
Telephone: (702) 960-4050  
Facsimile: (702) 960-4092  
[Jordan@TheSchnitzerLawFirm.com](mailto:Jordan@TheSchnitzerLawFirm.com)

CASE NO: A-21-844282-C  
Department 4

GERALD F. NEAL, ESQ.  
Nevada Bar No. 353  
GERALD F. NEAL ESQ., LLC  
6765 W Charleston Blvd, Suite 130  
Las Vegas, NV 89146  
Telephone: (702) 380-1234  
Facsimile: (702) 380-1292  
[Geraldneal@aol.com](mailto:Geraldneal@aol.com)

IAN PINKERT, ESQ. (*pro hac pending*)  
Florida Bar No. 84572  
HALPERN, SANTOS & PINKERT, P.A.  
150 Alhambra Circle, Suite 1100  
Coral Gables, Florida 33134  
Telephone: (305) 445-1111  
Facsimile: (305) 445-1169  
[ian@hsptrial.com](mailto:ian@hsptrial.com)

*Attorneys for Plaintiff*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

MUSA UTHMAN, an Individual,  
  
Plaintiff,

Case No.:

Dept. No.:

v.

**COMPLAINT**

MAGNETEK, INC., a foreign corporation;  
COLUMBUS MCKINNON CORPORATION, a  
foreign corporation; ERGO ROBOTIC  
SOLUTIONS, LLC, a foreign corporation; LAS  
VEGAS CONVENTION AND VISITORS  
AUTHORITY, a political subdivision of the  
State of Nevada; COUNTY OF CLARK, a  
political subdivision of the State of Nevada;  
DOES I through X, inclusive; ROE Corporations  
I through X, inclusive;

Defendants.

COMES NOW, the Plaintiff, MUSA UTHMAN, by and through his undersigned counsel, and hereby complains and alleges against Defendants, MAGNETEK, INC., a foreign corporation, COLUMBUS MCKINNON CORPORATION, a foreign corporation, ERGO ROBOTIC SOLUTIONS, LLC, a foreign corporation, LAS VEGAS CONVENTION AND VISITORS AUTHORITY, a Political division of the State of Nevada, COUNTY OF CLARK, a Political subdivision of the State of Nevada, DOES I through X, inclusive and ROE Corporations I through X, inclusive, as follows:

**JURISDICTIONAL ALLEGATIONS AND IDENTIFICATION OF PARTIES**

1. At all times relevant hereto, the Plaintiff, MUSA UTHMAN, is an individual over the age of eighteen and a resident of the County of Clark, State of Nevada.

2. The Eighth Judicial District Court has jurisdiction over this civil tort action pursuant to NRCP 8(a)(4), NRS 4.370 and NRS 13.040 based upon the allegations herein and as the occurrence giving rise to this case took place in Clark County, Nevada and the amount in controversy exceeds \$75,000.00.

3. At all times relevant hereto, the Defendant, MAGNETEK, INC. (“MAGNETEK”) is a Wisconsin corporation with its principal place of business located in Menomonee Falls, Wisconsin. The Defendant, MAGNETEK, is engaged in the business of designing, manufacturing, developing, distributing and/or selling motion control products and/or radio remote control products for equipment operations, specifically including a certain Flex Pro 8-Button Transmitter, hereinafter referred to as the “Subject Remote.”

4. At all times material hereto, the Defendant, MAGNETEK, operates, conducts, engages in or carries on business or a business venture in the State of Nevada or has an office or duly appointed agent in the State of Nevada. The Defendant, MAGNETEK, engages in the solicitation of service activities within the State of Nevada, which resulted in the injuries to the Plaintiff described herein. The Defendant’s products, materials and items which are processed or serviced in this State in the ordinary course of commerce, trade or use, and that use, or consumption has resulted in the injuries to the Plaintiff, MUSA UTHMAN.

5. At all times relevant hereto, the Defendant, COLUMBUS MCKINNON CORPORATION (“COLUMBUS”) is a New York corporation with its principal place of business

1 located in New York. The Defendant, COLUMBUS, is engaged in the business of designing,  
2 manufacturing, developing, distributing and/or selling motion control products and/or radio remote  
3 control products for equipment operations, specifically including the Subject Remote.

4 6. At all times material hereto, the Defendant, COLUMBUS, operates, conducts,  
5 engages in or carries on business or a business venture in the State of Nevada or has an office or  
6 duly appointed agent in the State of Nevada. The Defendant, COLUMBUS, engages in the  
7 solicitation of service activities within the State of Nevada, which resulted in the injuries to the  
8 Plaintiff described herein. The Defendant's products, materials and items which are processed or  
9 serviced in this State in the ordinary course of commerce, trade or use, and that use, or  
10 consumption has resulted in the injuries to the Plaintiff, MUSA UTHMAN.

11 7. At all times material hereto, the Defendant, MAGNETEK was and is a wholly  
12 owned subsidiary of the Defendant, COLUMBUS.

13 8. At all times relevant hereto, the Defendant, ERGO ROBOTIC SOLUTIONS, LLC  
14 (hereinafter referred to as "ERGO") is a New York corporation with its principal place of business  
15 located in Queensbury, New York. The Defendant, ERGO, is engaged in the business of  
16 designing, building, renting, leasing, manufacturing and/or selling glass installation equipment,  
17 specifically including the Skyhook WPI, hereinafter referred to as the "Subject Machine."

18 9. At all times material hereto, the Defendant, ERGO, operates, conducts, engages in  
19 or carries on business or a business venture in the State of Nevada or has an office or duly  
20 appointed agent in the State of Nevada. The Defendant, ERGO, engages in the solicitation of  
21 service activities within the State of Nevada, which resulted in the injuries to the Plaintiff  
22 described herein. The Defendant's products, materials and items which are processed or serviced  
23 in this State in the ordinary course of commerce, trade or use, and that use, or consumption has  
24 resulted in the injuries to the Plaintiff, MUSA UTHMAN.

25 10. At all times relevant hereto, the Defendant, LAS VEGAS CONVENTION AND  
26 VISITORS AUTHORITY (hereinafter referred to as "LVCVA"), was a Nevada corporation, with  
27 its principal place of business located at the Las Vegas Convention Center, 3150 Paradise Rd.,  
28 Las Vegas, NV 89109, hereinafter referred to as the "Subject Premises."

1           11.     At all times relevant hereto, the Defendant, LVCVA, owned, operated, controlled  
2 and/or maintained the Subject Premises.

3           12.     At all times relevant hereto, the Defendant, COUNTY OF CLARK (hereinafter  
4 referred to as "COUNTY OF CLARK"), was a Political Subdivision of the State of Nevada.

5           13.     At all times relevant hereto, the Defendant, COUNTY OF CLARK, owned,  
6 operated, controlled and/or maintained the Subject Premises.

7           14.     The true names or capacities, whether individual, corporate, associate or otherwise of  
8 Defendants DOES I through X, inclusive, and/or ROES CORPORATIONS I through X, inclusive,  
9 are unknown to Plaintiff who, therefore, sues said Defendants by such fictitious names. Plaintiff is  
10 informed, believes and alleges that Defendants designated herein as a DOE and/or ROE  
11 CORPORATIONS are any one of the following:

- 12           a. A party responsible in some manner for the designing, constructing, managing,  
13           distributing and/or manufacturing of the Remote, including, but not limited to, the  
14           Subject Remote;
- 15           b. A party that is parent and/or subsidiary corporation of any Defendant involved in the  
16           design, manufacturing, distribution and/or management of the Remote;
- 17           c. A party that is parent and/or subsidiary corporation of any Defendant involved in some  
18           manner for the training, certifying and/or supervising the Machine, including, but not  
19           limited to the Subject Machine
- 20           d. A party that is parent and/or subsidiary corporation of any Defendant responsible for  
21           the renting, leasing, sale, designing, constructing, managing, distributing and/or  
22           manufacturing of the Machine, including, but not limited to the Subject Machine;
- 23           e. A party responsible in some manner for the training, certifying and/or supervising the  
24           Machine, including, but not limited to the Subject Machine;
- 25           f. A party responsible for the renting, leasing, sale, designing, constructing, managing,  
26           distributing and/or manufacturing of the Machine, including, but not limited to the  
27           Subject Machine;
- 28

- g. Parties that were responsible in any way for the operation and design between the Machine and Remote;
- h. Parties that were the agents, servants, authorities and contractors of the Defendants, each of them acting within the course and scope of their agency, employment, or contract;
- i. Parties that own, lease, manage, operate, secure, inspect, repair, maintain and/or are responsible for the Subject Machine and/or Subject Remote at the time of the subject incident;
- j. Parties that are responsible for the inspection, operation, maintenance, repair of the Subject Machine and/or Subject Remote while located at the Subject Premises;
- k. Parties that are responsible for the Subject Premises; and/or
- l. Parties that have assumed or retained the liabilities of any of the Defendants by virtue of an agreement, sale, transfer or otherwise.

### **GENERAL ALLEGATIONS**

15. On or about the morning November 19, 2019, the Plaintiff, MUSA UTHMAN, was working for Crown Corr, Inc., on a project at the Subject Premises for the installation of large glass windows for the Las Vegas Convention Center/ Subject Premises in Clark County, Nevada.

16. On said date, the Plaintiff, MUSA UTHMAN, was elevated on a scissor lift to assist in placing a large glass window into the proper location of the Las Vegas Convention Center.

17. At the same time, another employee of Crown Corr, Inc. was using a Remote, hereinafter referred to as the "Subject Remote," to maneuver the large piece of glass with a Machine, hereinafter referred to as the "Subject Machine."

18. When the glass was in position, the Plaintiff, MUSA UTHMAN advised the other employee operating the Subject Remote/ Subject Machine to "release the cups."

19. At that time, the employee operating the Subject Remote attempted to press the button(s)/input(s) of the Subject Remote to "release the cups." Unfortunately, the cups did not release as the employee mistakenly, inadvertently and/or unintentionally failed to input and/or press the correct button(s) and/or function(s) of the Subject Remote.

20. Suddenly and without warning, the large piece of glass rotated, tilted, and/or turned,

1 striking the scissor lift occupied by the Plaintiff, causing the lift with the Plaintiff to fall.

2 21. As a direct and proximate result, the Plaintiff, MUSA UTHMAN suffered serious  
3 and permanent injuries, including, but not limited to, fracture to left wrist requiring surgical  
4 intervention, multiple lacerations and a brain injury, which all required extensive medical care  
5 and treatment.

6 22. At all times relevant hereto, the Subject Remote was designed, manufactured, sold  
7 and/or distributed by the Defendant, MAGNETEK.

8 23. Prior to November 19, 2019, the Subject Remote was leased and/or purchased by  
9 the Defendant, ERGO.

10 24. At all times relevant hereto, the Defendant, ERGO, owned, leased, maintained,  
11 controlled and/or rented the Subject Machine.

12 25. At all times relevant hereto, the Defendant, LVCVA, owned and/or maintained the  
13 Subject Premises where the subject incident occurred.

14 26. At all times relevant hereto, the Defendant, STATE OF NEVADA, owned and/or  
15 maintained the Subject Premises where the subject incident occurred.

16 **FIRST CAUSE OF ACTION**

17 **(Negligence — Magnetek)**

18 27. Plaintiff repeats, realleges and incorporates by reference Paragraphs 1 through 26  
19 as though fully set forth herein.

20 28. At all times material hereto, Defendant, MAGNETEK was engaged in the business  
21 of designing, manufacturing, assembling, distributing and/or selling radio remote controls for  
22 equipment operation and in fact designed, manufactured, assembled, distributed and/or sold the  
23 Remote including the Subject Remote involved in this action.

24 29. At all times material hereto, Defendant, MAGNETEK owed the duty, including to  
25 the Plaintiff, to design, manufacture, assemble, inspect and/or test its remotes, including the  
26 Subject Remote, in such a manner and with the exercise of reasonable care, that the Subject  
27 Remote was fit and reasonably safe for its foreseeable uses and misuses at the time it was no  
28 longer in MAGNETEK's, possession, custody and/or control.

//



1           30. At all times material hereto, the Defendant, MAGNETEK, owed a duty to warn  
2 consumers or intended users of the Subject Remote of defects which it knew or should have  
3 known in the exercise of ordinary care existed in the Subject Remote, which defects rendered  
4 the Subject Remote unreasonably dangerous to use.

5           31. The Defendant, MAGNETEK breached its duty of reasonable care in various  
6 ways, including, but not limited to, one or more of the following negligent acts:

- 7           a. Negligently failed to design the Subject Remote in conformity with the  
8           prevailing industry standard, specifications and/or best practices for safe  
9           operation and use;
- 10          b. Negligently designed the Subject Remote such that simultaneous operation of  
11          two buttons does not cause the function/transmission to stop (i.e. no interlock  
12          inhibiting operation);
- 13          c. Negligently designed the Remote in a manner that was unreasonably  
14          dangerous for use by ordinary and/or intended user(s);
- 15          d. Negligently designed the Subject Remote in such a way that the activated  
16          function is unclear and/or not obvious;
- 17          e. Negligently designed the Subject Remote such that it lacks unequivocal positive  
18          identification of the state of operation;
- 19          f. Negligently designed the Subject Remote without proper and/or appropriate  
20          safeguards against unintended operation and/or unintentional user input, which  
21          unintended operation and/or unintentional user input was foreseeable to the  
22          Defendant;
- 23          g. Negligently designed the Subject Remote such that the buttons have multiple  
24          functions, including functions that are significantly different, and in a manner  
25          where it is unclear as to the function that is currently actuated;
- 26          h. Negligently failed to design the Subject Remote without an appropriately  
27          shaped emergency stop button in violation of NFPA 79;
- 28          i. Negligently designed the Subject Remote with an emergency stop button that  
was not safely and/or properly identified, including, but not limited to, an



- 1 emergency stop button without clear identifying label(s) and/or an emergency
- 2 stop button that was not properly and/or safely sized for the Subject Remote;
- 3 j. Negligently failed to warn users of the Subject Remote of said defective,
- 4 dangerous and hazardous conditions relating to the Subject Remote, which it
- 5 knew or should have known through the exercise of ordinary care of said
- 6 dangerous and hazardous conditions;
- 7 k. Negligently designed the Subject Remote without a warning that adequately
- 8 communicated the dangers that may result from its use or foreseeable misuse;
- 9 l. Negligently designed the Subject Remote without proper and/or appropriate
- 10 warning reasonably expected to catch the attention of the consumer;
- 11 m. Negligently designed the Subject Remote without warning that is
- 12 comprehensible and gives a fair indication of the specific risks involved with
- 13 the produce;
- 14 n. Negligently designed the Subject Remote without warning that is of
- 15 appropriate and proper intensity given the magnitude of the risk involved in
- 16 use of Subject Remote;
- 17 o. Negligently designed the Subject Remote without acknowledgement function
- 18 to confirm intended operation and/or input by operator; and/or user
- 19 p. Negligently designed the Subject Remote in such a manner that there was a
- 20 propensity for unintended operation and/or unintentional input; and/or
- 21 q. Negligently failed to inspect and/or test the Subject Remote so as to the
- 22 discover the dangerous, unsafe and/or hazardous design.

23 32. Defendant, MAGNETEK knew and/or should have known that exposing users to  
24 the dangerous and defective and hazardous condition existing in the Subject Remote would give  
25 rise to serious bodily injuries, as suffered by the Plaintiff, MUSA UTHMAN.

26 33. As a direct and proximate result of Defendant, MAGNETEK's negligence, the  
27 Plaintiff, MUSA UTHMAN was injured in and about his body, head, face and/or extremities  
28 and/or aggravated a pre-existing condition, sustained bodily injury and resulting pain and  
suffering, disability, physical impairment, disfigurement, mental anguish, inconvenience, loss of

1 the capacity for the enjoyment of life, physical handicap, loss of earnings, incurred medical,  
 2 nursing, attendant care and life care expenses for his care and treatment and his working ability  
 3 was impaired; said injuries are either permanent or continuing in their nature and MUSA  
 4 UTHMAN will suffer such losses and impairment in the future.

5 34. MUSA UTHMAN's damage as a direct and proximate result of the aforesaid acts  
 6 are in excess of \$15,000.

7 35. It has become necessary for MUSA UTHMAN to engage the services of an  
 8 attorney to commence this action, and therefore, MUSA UTHMAN is entitled to reasonable  
 9 attorneys' fees, costs, interest and damages in this action pursuant to Nevada law.

## 10 **SECOND CAUSE OF ACTION**

### 11 **(Strict Liability — Magnetek)**

12 36. Plaintiff repeats, realleges and incorporates by reference Paragraphs 1 through 36  
 13 as though fully set forth herein.

14 37. The Defendant, MAGNETEK, designed, manufactured, distributed and/or sold the  
 15 Remote, including the Subject Remote, in a defective condition that was unreasonably dangerous.

16 38. The Defendant, MAGNETEK, pursuant to Nevada law, must design its products,  
 17 including, but not limited to, the Subject Remote, with a warning that was: (1) reasonably  
 18 expected to catch the attention of the consumer; (2) be comprehensible and give a fair indication  
 19 of the specific risks involved with the produce; and (3) be of an intensity justified by the  
 20 magnitude of the risk.

21 39. Said product, to wit, the Subject Remote, was unreasonably dangerous because of  
 22 its design characteristics, lack of warnings, use of inappropriate materials, manufacturing defects  
 23 and/or, processing defects, including but not limited to:

- 24 a. Failed to design the Subject Remote in conformity with the prevailing industry  
 25 standard, specifications and/or best practices for safe operation and use;
- 26 b. Designed the Remote that was unreasonably dangerous for use by ordinary and/or  
 27 intended user(s);

28 //

//

- c. Designed the Subject Remote such that simultaneous operation of two buttons does not cause the function/transmission to stop (i.e. no interlock inhibiting operation);
- d. Designed the Subject Remote in such a way that the activated function is unclear and/or not obvious;
- e. Designed the Subject Remote such that it lacks unequivocal positive identification of the state of operation;
- f. Designed the Subject Remote without proper and/or appropriate safeguards against unintended operation and/or unintentional user input, which unintended operation and/or unintentional user input was foreseeable to the Defendant;
- g. Designed the Subject Remote such that the buttons have multiple functions, including functions that are significantly different, and in a manner where it is unclear as to the function that is currently actuated;
- h. Failed to design the Subject Remote without an appropriately shaped emergency stop button in violation of NFPA 79;
- i. Designed the Subject Remote with an emergency stop button that was not safely and/or properly identified, including, but not limited to an emergency stop button without clear identifying label(s) and/or an emergency stop button that was not properly and/or safely sized for the Subject Remote;
- j. Failed to warn users of the Subject Remote of said defective, dangerous and hazardous conditions, relating to the Subject Remote, which it knew or should have known through the exercise of ordinary care of said dangerous and hazardous conditions;
- k. Designed the Subject Remote without proper and/or appropriate warning reasonably expected to catch the attention of the consumer;
- l. Designed the Subject Remote without warning that is comprehensible and gives a fair indication of the specific risks involved with the produce;
- m. Designed the Subject Remote without warning that is of appropriate and proper intensity given the magnitude of the risk involved in use of Subject Remote;

- n. Designed the Subject Remote without acknowledgement function to confirm intended operation and/or input by operator and/or user;
- o. Designed the Subject Remote without a warning that adequately communicated the dangers that may result from its use or foreseeable misuse; and/or
- p. Designed the Subject Remote in such a manner that there was a propensity for unintended operation and/or unintentional input;

40. The Defendant, MAGNETEK, is in the business of designing, manufacturing, distributing and/or selling remote, including the Subject Remote. This Defendant is responsible for placing the Subject Remote into the stream of commerce.

41. The Subject Remote failed to perform in the manner reasonably to be expected in light of its nature and intended function.

42. The Subject Remote was more dangerous than would be contemplated by the ordinary user having the ordinary knowledge available in the community.

43. The Subject Remote was being used for its intended purpose and in a foreseeable manner at the time of injury, and the Plaintiff was in the foreseeable zone of danger based upon that foreseeable use.

44. At the time of design, manufacture and/or sale of the Subject Remote, unintended operation and/or unintentional input of the Subject Remote was foreseeable to the Defendant, MAGNETEK.

45. The Subject Remote was transferred from the Defendant, MAGNETEK's possession, in a defective condition, and the Subject Remote was substantially unaltered from the time it left the control of MAGNETEK up to the date of the subject incident, on or about November 19, 2019.

46. As a direct and proximate result of Defendant, MAGNETEK's strict liability, the Plaintiff, MUSA UTHMAN was injured in and about his body, head, face and/or extremities and/or aggravated a pre-existing condition, sustained bodily injury and resulting pain and suffering, disability, physical impairment, disfigurement, mental anguish, inconvenience, loss of the capacity for the enjoyment of life, physical handicap, loss of earnings, incurred medical, nursing, attendant care and life care expenses for his care and treatment and his working ability

1 was impaired; said injuries are either permanent or continuing in their nature and MUSA  
2 UTHMAN will suffer such losses and impairment in the future.

3 47. MUSA UTHMAN's damages as a direct and proximate result of the aforesaid acts  
4 are in excess of \$15,000.

5 48. It has become necessary for MUSA UTHMAN to engage the services of an  
6 attorney to commence this action, and therefore, MUSA UTHMAN is entitled to reasonable  
7 attorneys' fees, costs, interest and damages in this action pursuant to Nevada law.

### 8 **THIRD CAUSE OF ACTION**

#### 9 **(Negligence — Columbus)**

10 49. Plaintiff repeats, realleges and incorporates by reference Paragraphs 1 through 48  
11 as though fully set forth herein.

12 50. At all times material hereto, Defendant, COLUMBUS was engaged in the business  
13 of designing, manufacturing, assembling, distributing and/or selling radio remote controls for  
14 equipment operation and in fact designed, manufactured, assembled, distributed and/or sold the  
15 Remote including the Subject Remote involved in this action.

16 51. At all times material hereto, Defendant, COLUMBUS owed the duty, including to  
17 the Plaintiff, to design, manufacture, assemble, inspect and/or test its remotes, including the  
18 Subject Remote, in such a manner and with the exercise of reasonable care, that the Subject  
19 Remote was fit and reasonably safe for its foreseeable uses and misuses at the time it was no  
20 longer in MAGENTEK's, possession, custody and/or control.

21 52. At all times material hereto, the Defendant, COLUMBUS, owed a duty to warn  
22 consumers or intended users of the Subject Remote of defects which it knew or should have  
23 known in the exercise of ordinary care existed in the Subject Remote, which defects rendered  
24 the Subject Remote unreasonably dangerous to use.

25 53. The Defendant, COLUMBUS breached its duty of reasonable care in various  
26 ways, including, but not limited to, one or more of the following negligent acts:

- 27 a. Negligently failed to design the Subject Remote in conformity with the prevailing  
28 industry standard, specifications and/or best practices for safe operation and use;

//

- b. Negligently designed the Subject Remote such that simultaneous operation of two buttons does not cause the function/transmission to stop (i.e. no interlock inhibiting operation);
- c. Negligently designed the Remote in a manner that was unreasonably dangerous for use by ordinary and/or intended user(s);
- d. Negligently designed the Subject Remote in such a way that the activated function is unclear and/or not obvious;
- e. Negligently designed the Subject Remote such that it lacks unequivocal positive identification of the state of operation;
- f. Negligently designed the Subject Remote without proper and/or appropriate safeguards against unintended operation and/or unintentional user input, which unintended operation and/or unintentional user input was foreseeable to the Defendant;
- g. Negligently designed the Subject Remote such that the buttons have multiple functions, including functions that are significantly different, and in a manner where it is unclear as to the function that is currently actuated;
- h. Negligently failed to design the Subject Remote without an appropriately shaped emergency stop button in violation of NFPA 79;
- i. Negligently designed the Subject Remote with an emergency stop button that was not safely and/or properly identified, including, but not limited to, an emergency stop button without clear identifying label(s) and/or an emergency stop button that was not properly and/or safely sized for the Subject Remote;
- j. Negligently failed to warn users of the Subject Remote of said defective, dangerous and hazardous conditions relating to the Subject Remote, which it knew or should have known through the exercise of ordinary care of said dangerous and hazardous conditions;
- k. Negligently designed the Subject Remote without a warning that adequately communicated the dangers that may result from its use or foreseeable misuse;

//



1. Negligently designed the Subject Remote without proper and/or appropriate warning reasonably expected to catch the attention of the consumer;
- m. Negligently designed the Subject Remote without warning that is comprehensible and gives a fair indication of the specific risks involved with the produce;
- n. Negligently designed the Subject Remote without warning that is of appropriate and proper intensity given the magnitude of the risk involved in use of Subject Remote;
- o. Negligently designed the Subject Remote without acknowledgement function to confirm intended operation and/or input by operator and/or user;
- p. Negligently designed the Subject Remote in such a manner that there was a propensity for unintended operation and/or unintentional input; and/or
- q. Negligently failed to inspect and/or test the Subject Remote so as to the discover the dangerous, unsafe and/or hazardous design.

54. Defendant, MAGNETEK knew and/or should have known that exposing users to the dangerous and defective and hazardous condition existing in the Subject Remote would give rise to serious bodily injuries, as suffered by the Plaintiff, MUSA UTHMAN.

55. As a direct and proximate result of Defendant, MAGNETEK's negligence, the Plaintiff, MUSA UTHMAN was injured in and about his body, head, face and/or extremities and/or aggravated a pre-existing condition, sustained bodily injury and resulting pain and suffering, disability, physical impairment, disfigurement, mental anguish, inconvenience, loss of the capacity for the enjoyment of life, physical handicap, loss of earnings, incurred medical, nursing, attendant care and life care expenses for his care and treatment and his working ability was impaired; said injuries are either permanent or continuing in their nature and MUSA UTHMAN will suffer such losses and impairment in the future.

56. MUSA UTHMAN's damages as a direct and proximate result of the aforesaid acts are in excess of \$15,000.

57. It has become necessary for MUSA UTHMAN to engage the services of an attorney to commence this action, and therefore, MUSA UTHMAN is entitled to reasonable attorneys' fees, costs, interest and damages in this action pursuant to Nevada law.



**FOURTH CAUSE OF ACTION**

**(Strict Liability — Columbus)**

58. Plaintiff repeats, realleges and incorporates by reference Paragraphs 1 through 57 as though fully set forth herein.

59. The Defendant, COLUMBUS, designed, manufactured, distributed and/or sold the Remote, including the Subject Remote, in a defective condition that was unreasonably dangerous.

60. The Defendant, COLUMBUS, pursuant to Nevada law, must design its products, including, but not limited to, the Subject Remote, with a warning that was: (1) reasonably expected to catch the attention of the consumer; (2) be comprehensible and give a fair indication of the specific risks involved with the produce; and (3) be of an intensity justified by the magnitude of the risk.

61. Said product, to wit, the Subject Remote, was unreasonably dangerous because of its design characteristics, lack of warnings, use of inappropriate materials, manufacturing defects and/or, processing defects, including but not limited to:

- a. Failed to design the Subject Remote in conformity with the prevailing industry standard, specifications and/or best practices for safe operation and use;
- b. Designed the Remote that was unreasonably dangerous for use by ordinary and/or intended user(s);
- c. Designed the Subject Remote such that simultaneous operation of two buttons does not cause the function/transmission to stop (i.e. no interlock inhibiting operation);
- d. Designed the Subject Remote in such a way that the activated function is unclear and/or not obvious;
- e. Designed the Subject Remote such that it lacks unequivocal positive identification of the state of operation;
- f. Designed the Subject Remote without proper and/or appropriate safeguards against unintended operation and/or unintentional user input, which unintended operation and/or unintentional user input was foreseeable to the Defendant;

//

- g. Designed the Subject Remote such that the buttons have multiple functions, including functions that are significantly different, and in a manner where it is unclear as to the function that is currently actuated;
- h. Failed to design the Subject Remote without an appropriately shaped emergency stop button in violation of NFPA 79;
- i. Designed the Subject Remote with an emergency stop button that was not safely and/or properly identified, including, but not limited to an emergency stop button without clear identifying label(s) and/or an emergency stop button that was not properly and/or safely sized for the Subject Remote;
- j. Failed to warn users of the Subject Remote of said defective, dangerous and hazardous conditions, relating to the Subject Remote, which it knew or should have known through the exercise of ordinary care of said dangerous and hazardous conditions;
- k. Designed the Subject Remote without proper and/or appropriate warning reasonably expected to catch the attention of the consumer;
- l. Designed the Subject Remote without warning that is comprehensible and gives a fair indication of the specific risks involved with the produce;
- m. Designed the Subject Remote without warning that is of appropriate and proper intensity given the magnitude of the risk involved in use of Subject Remote;
- n. Designed the Subject Remote without acknowledgement function to confirm intended operation and/or input by operator and/or user;
- o. Designed the Subject Remote without a warning that adequately communicated the dangers that may result from its use or foreseeable misuse; and/or
- p. Designed the Subject Remote in such a manner that there was a propensity for unintended operation and/or unintentional input;

62. The Defendant, COLUMBUS, is in the business of designing, manufacturing, distributing and/or selling remote, including the Subject Remote. This Defendant is responsible for placing the Subject Remote into the stream of commerce.

//

1           63.     The Subject Remote failed to perform in the manner reasonably to be expected in  
2 light of its nature and intended function.

3           64.     The Subject Remote was more dangerous than would be contemplated by the  
4 ordinary user having the ordinary knowledge available in the community.

5           65.     The Subject Remote was being used for its intended purpose and in a foreseeable  
6 manner at the time of injury, and the Plaintiff was in the foreseeable zone of danger based upon  
7 that foreseeable use.

8           66.     At the time of design, manufacture and/or sale of the Subject Remote, unintended  
9 operation and/or unintentional input of the Subject Remote was foreseeable to the Defendant,  
10 COLUMBUS.

11           67.     The Subject Remote was transferred from the Defendant, COLUMBUS'  
12 possession, in a defective condition, and the Subject Remote was substantially unaltered from the  
13 time it left the control of COLUMBUS up to the date of the subject incident, on or about  
14 November 19, 2019.

15           68.     As a direct and proximate result of Defendant, COLUMBUS' strict liability, the  
16 Plaintiff, MUSA UTHMAN was injured in and about his body, head, face and/or extremities  
17 and/or aggravated a pre-existing condition, sustained bodily injury and resulting pain and  
18 suffering, disability, physical impairment, disfigurement, mental anguish, inconvenience, loss of  
19 the capacity for the enjoyment of life, physical handicap, loss of earnings, incurred medical,  
20 nursing, attendant care and life care expenses for his care and treatment and his working ability  
21 was impaired; said injuries are either permanent or continuing in their nature and MUSA  
22 UTHMAN will suffer such losses and impairment in the future.

23           69.     MUSA UTHMAN's damages as a direct and proximate result of the aforesaid acts  
24 are in excess of \$15,000.

25           70.     It has become necessary for MUSA UTHMAN to engage the services of an  
26 attorney to commence this action, and therefore, MUSA UTHMAN is entitled to reasonable  
27 attorneys' fees, costs, interest and damages in this action pursuant to Nevada law.

28     //

   //

**FIFTH CAUSE OF ACTION**

**(Negligence — Ergo)**

71. Plaintiff repeats, realleges and incorporates by reference Paragraphs 1 through 70 as though fully set forth herein.

72. At all times material hereto, the Defendant, ERGO, owed a duty, including to the Plaintiff, to train, warn, design, manufacture, assemble, inspect and/or test its equipment, including the Subject Machine, in such a manner and with the exercise of reasonable care, that the Subject Machine was fit and reasonably safe for its foreseeable uses and misuses.

73. The Defendant, ERGO, breached the above-described duty of care as a result of one or more of the following negligent acts:

- a. Negligently failing to provide and/or ensure proper and appropriate training on the use and operation of the Subject Machine;
- b. Negligently failing to provide a user a proper, complete and/or appropriate user manual for the subject Machine;
- c. Negligently failing to provide appropriate and/or proper supervision of the Subject Machine;
- d. Negligently failing to provide and/or ensure that known that users of the Subject Machine were properly certified for use of the Subject Machine;
- e. Negligently choosing, labeling, selecting and/or designing the button(s) of the Subject Remote with dual functions for the Subject Machine that are significantly and/or completely different (i.e. “tilt down” and “release” function on the same button);
- f. Negligently failed to design the Subject Machine in conformity with the prevailing industry standard, specifications and/or best practices for safe operation and use;
- g. Negligently designed the Subject Machine that was unreasonably dangerous for use by ordinary and/or intended user(s);
- h. Negligently designed the Subject Machine such that simultaneous operation and/or activation of two buttons controlling the Subject Machine does not cause the function/transmission to stop (i.e. no interlock inhibiting operation);

- i. Negligently designed the Subject Machine in such a way that the activated function is unclear and/or not obvious;
- j. Negligently designed the Subject Machine such that it lacks unequivocal positive identification of the state of operation;
- k. Negligently the Subject Machine without proper and/or appropriate safeguards against unintended operation and/or unintentional user input, which unintended operation and/or unintentional user input was foreseeable to the Defendant;
- l. Negligently designed the Subject Machine such that the buttons have multiple functions, including functions that are significantly different, and in a manner where it is unclear as to the function that is currently actuated;
- m. Negligently failed to design the Subject Machine without an appropriately shaped emergency stop button in violation of NFPA 79;
- n. Negligently designed the Subject Machine for use with an emergency stop button that was not safely and/or properly identified, including, but not limited to an emergency stop button without clear identifying label(s) and/or an emergency stop button that was not properly and/or safely sized for Remote designed for use with the Subject Machine;
- o. Negligently failed to warn users of the Subject Machine of said defective, dangerous and/or hazardous conditions, relating to the Subject Machine, which it knew or should have known through the exercise of ordinary care of said dangerous and hazardous conditions;
- p. Negligently designed the Subject Machine without proper and/or appropriate warning(s) reasonably expected to catch the attention of the consumer;
- q. Negligently designed the Subject Machine without warning that is comprehensible and gives a fair indication of the specific risks involved with the produce;
- r. Negligently designed the Subject Machine without warning that is of appropriate and proper intensity given the magnitude of the risk involved in use of Subject Remote;

//

- 1 s. Negligently designed the Subject Machine without a warning that adequately
- 2 communicated the dangers that may result from its use or foreseeable misuse;
- 3 and/or
- 4 t. Negligently designed the Subject Machine in such a manner that there was a
- 5 propensity for unintended operation and/or unintentional input;
- 6 u. Negligently designed Subject Machine with a Remote with dual functions for the
- 7 that are significantly and/or completely different (i.e. “tilt down” and “release”
- 8 function on the same button);
- 9 v. Negligently designed the Subject Machine with a Remote that has dual function
- 10 buttons that are significantly and/or completely different;
- 11 w. Negligently designed the Subject Machine without appropriate and/or proper fail-
- 12 safe guards and/or preventions;
- 13 x. Negligently designed without appropriate and/or proper warnings of the dangers
- 14 associated with the operation of the Subject Machine, which it knew or should
- 15 have known through the exercise of ordinary care of said dangers.
- 16 y. Negligently designing the Subject Machine with a Remote that has dual function
- 17 buttons that are significantly and/or completely different;
- 18 z. Negligently designing the Subject Machine without a fail-safe Remote and/or
- 19 control;
- 20 aa. Negligently designed the Subject Machine without an acknowledgement function
- 21 to confirm intended operation and/or input by operator and/or user;
- 22 bb. Negligently failing to warn users of the Subject Machine of the dangers associated
- 23 with the operation of the Subject Machine without proper and/or appropriate
- 24 training and/or certification; and/or
- 25 cc. Negligently failing to provide appropriate and/or proper warnings of the dangers
- 26 associated with the operation of the Subject Machine, which it knew or should
- 27 have known through the exercise of ordinary care of said dangers.

27 74. Defendant, ERGO knew and/or should have known that exposing and/or allowing

28 users to operate the Subject Machine without appropriate, complete and/or proper training and/or

1 certification, would give rise to serious bodily injuries, such as suffered by the Plaintiff, MUSA  
2 UTHMAN.

3 75. As a direct and proximate result of Defendant, ERGO's negligence, the Plaintiff,  
4 MUSA UTHMAN was injured in and about his body, head, face and/or extremities and/or  
5 aggravated a pre-existing condition, sustained bodily injury and resulting pain and suffering,  
6 disability, physical impairment, disfigurement, mental anguish, inconvenience, loss of the  
7 capacity for the enjoyment of life, physical handicap, loss of earnings, incurred medical, nursing,  
8 attendant care and life care expenses for his care and treatment and his working ability was  
9 impaired; said injuries are either permanent or continuing in their nature and MUSA UTHMAN  
10 will suffer such losses and impairment in the future.

11 76. MUSA UTHMAN's damages as a direct and proximate result of the aforesaid acts  
12 are in excess of \$15,000.

13 77. It has become necessary for MUSA UTHMAN to engage the services of an  
14 attorney to commence this action, and therefore, MUSA UTHMAN is entitled to reasonable  
15 attorneys' fees, costs, interest and damages in this action pursuant to Nevada law.

### 16 **SIXTH CAUSE OF ACTION**

#### 17 **(Negligent Entrustment — Ergo)**

18 78. Plaintiff repeats, realleges and incorporates by reference Paragraphs 1 through 77  
19 as though fully set forth herein.

20 79. At all times relevant hereto, the Defendant, ERGO, owned, controlled, leased,  
21 loaned and/or rented the Subject Machine, which Subject Machine was dangerous.

22 80. At all times relevant hereto, the Defendant, ERGO, provided consent and/or  
23 permission for Crown Corr, Inc. including, but not limited to, employees, agents, and/or  
24 contractors of Crown Corr, Inc., to use the Subject Machine.

25 81. At all times relevant hereto, the Defendant, ERGO, knew and/or should have  
26 known that Crown Corr, Inc. including, but not limited to, employees, agents, and/or contractors  
27 of Crown Corr, Inc., were using and/or operating the Subject Machine.

28 82. At all times relevant hereto, the Defendant, ERGO, knew and/or should have  
known that that Crown Corr, Inc. including, but not limited to, employees, agents, and/or



1 contractors of Crown Corr, Inc., were inexperienced and/or incompetent to safely use and/or  
2 operate the Subject Machine.

3 83. On or about November 19, 2019, an employee of Crown Corr, Inc. negligently  
4 operated the Subject Machine with the Subject Remote and thereby caused harm to the Plaintiff,  
5 MUSA UTHMAN.

6 84. As a result of the negligent operation of the Subject Machine by the entrusted  
7 employee, the Plaintiff, MUSA UTHMAN, suffered injuries and damages.

8 85. As a direct and proximate result of Defendant, ERGO's negligent entrustment, the  
9 Plaintiff, MUSA UTHMAN was injured in and about his body, head, face and/or extremities  
10 and/or aggravated a pre-existing condition, sustained bodily injury and resulting pain and  
11 suffering, disability, physical impairment, disfigurement, mental anguish, inconvenience, loss of  
12 the capacity for the enjoyment of life, physical handicap, loss of earnings, incurred medical,  
13 nursing, attendant care and life care expenses for his care and treatment and his working ability  
14 was impaired; said injuries are either permanent or continuing in their nature and MUSA  
15 UTHMAN will suffer such losses and impairment in the future.

16 86. MUSA UTHMAN's damages as a direct and proximate result of the aforesaid acts  
17 are in excess of \$15,000.

18 87. It has become necessary for MUSA UTHMAN to engage the services of an  
19 attorney to commence this action, and therefore, MUSA UTHMAN is entitled to reasonable  
20 attorneys' fees, costs, interest and damages in this action pursuant to Nevada law.

## 21 **SEVENTH CAUSE OF ACTION**

### 22 **(Strict Liability — Ergo)**

23 88. Plaintiff repeats, realleges and incorporates by reference Paragraphs 1 through 87  
24 as though fully set forth herein.

25 89. The Defendant, ERGO, designed, leased, rented, loaned, manufactured,  
26 distributed and/or sold the Machine, including the Subject Machine, in a defective condition that  
27 was unreasonably dangerous.

28 90. The Defendant, ERGO, pursuant to Nevada law, must design its products,  
including, but not limited to, the Subject Remote, with a warning that was: (1) reasonably

1 expected to catch the attention of the consumer; (2) be comprehensible and give a fair indication  
2 of the specific risks involved with the produce; and (3) be of an intensity justified by the  
3 magnitude of the risk.

4 91. Said product, to wit, the Subject Machine, was unreasonably dangerous because of  
5 its design characteristics, lack of warnings, use of inappropriate materials, manufacturing defects  
6 and/or, processing defects, including but not limited to:

- 7 a. Failed to design the Subject Machine in conformity with the prevailing industry  
8 standard, specifications and/or best practices for safe operation and use;
- 9 b. Designed the Machine that was unreasonably dangerous for use by ordinary and/or  
10 intended user(s);
- 11 c. Designed the Subject Machine such that simultaneous operation and/or activation  
12 of two buttons controlling the Subject Machine does not cause the  
13 function/transmission to stop (i.e. no interlock inhibiting operation);
- 14 d. Designed the Subject Machine in such a way that the activated function is unclear  
15 and/or not obvious;
- 16 e. Designed the Subject Machine such that it lacks unequivocal positive identification  
17 of the state of operation;
- 18 f. Designed the Subject Machine without proper and/or appropriate safeguards  
19 against unintended operation and/or unintentional user input, which unintended  
20 operation and/or unintentional user input was foreseeable to the Defendant;
- 21 g. Designed the Subject Machine such that the buttons have multiple functions,  
22 including functions that are significantly different, and in a manner where it is  
23 unclear as to the function that is currently actuated;
- 24 h. Failed to design the Subject Machine without an appropriately shaped emergency  
25 stop button in violation of NFPA 79;
- 26 i. Designed the Subject Machine for use with an emergency stop button that was not  
27 safely and/or properly identified, including, but not limited to an emergency stop  
28 button without clear identifying label(s) and/or an emergency stop button that was

1 not properly and/or safely sized for Remote designed for use with the Subject  
2 Machine;

3 j. Failed to warn users of the Subject Machine of said defective, dangerous and/or  
4 hazardous conditions, relating to the Subject Machine, which it knew or should  
5 have known through the exercise of ordinary care of said dangerous and hazardous  
6 conditions;

7 k. Designed the Subject Machine without proper and/or appropriate warning  
8 reasonably expected to catch the attention of the consumer;

9 l. Designed the Subject Machine without warning that is comprehensible and gives  
10 a fair indication of the specific risks involved with the produce;

11 m. Designed the Subject Machine without warning that is of appropriate and proper  
12 intensity given the magnitude of the risk involved in use of Subject Remote;

13 n. Designed the Subject Machine without a warning that adequately communicated  
14 the dangers that may result from its use or foreseeable misuse; and/or

15 o. Designed the Subject Machine in such a manner that there was a propensity for  
16 unintended operation and/or unintentional input;

17 p. Designed Subject Machine with a Remote with dual functions for the that are  
18 significantly and/or completely different (i.e. "tilt down" and "release" function  
19 on the same button);

20 q. Designed the Subject Machine without appropriate and/or proper fail-safe guards  
21 and/or preventions;

22 r. Designed the Subject Machine with a Remote that has dual function buttons that  
23 are significantly and/or completely different;

24 s. Designed the Subject Machine without an acknowledgement function to confirm  
25 intended operation and/or input by operator and/or user;

26 t. Designed the Subject Machine without a fail-safe Remote and/or control; and/or

27 u. Designed without appropriate and/or proper warnings of the dangers associated  
28 with the operation of the Subject Machine, which it knew or should have known  
through the exercise of ordinary care of said dangers.

1           92.     The Defendant, ERGO, is in the business of designing, leasing, renting, loaning,  
2 manufacturing, distributing and/or selling equipment, including the Machine and/or Subject  
3 Machine. This Defendant is responsible for placing the Subject Machine into the stream of  
4 commerce.

5           93.     The Subject Machine failed to perform in the manner reasonably to be expected in  
6 light of its nature and intended function.

7           94.     The Subject Machine was more dangerous than would be contemplated by the  
8 ordinary user having the ordinary knowledge available in the community.

9           95.     The Subject Machine was being used for its intended purpose and in a foreseeable  
10 manner at the time of injury, and the Plaintiff was in the foreseeable zone of danger based upon  
11 that foreseeable use.

12           96.     At the time of design, manufacture, lease, loan, rent and/or sale of the Subject  
13 Machine, unintended operation and/or unintentional input of the Subject Machine was foreseeable  
14 to the Defendant, ERGO.

15           97.     The Subject Machine was transferred from the Defendant, ERGO's possession, in  
16 a defective condition, and the Subject Machine was substantially unaltered from the time it left  
17 the control of ERGO up to the date of the subject incident, on or about November 19, 2019.

18           98.     As a direct and proximate result of Defendant, ERGO's strict liability, the Plaintiff,  
19 MUSA UTHMAN was injured in and about his body, head, face and/or extremities and/or  
20 aggravated a pre-existing condition, sustained bodily injury and resulting pain and suffering,  
21 disability, physical impairment, disfigurement, mental anguish, inconvenience, loss of the  
22 capacity for the enjoyment of life, physical handicap, loss of earnings, incurred medical, nursing,  
23 attendant care and life care expenses for his care and treatment and his working ability was  
24 impaired; said injuries are either permanent or continuing in their nature and MUSA UTHMAN  
will suffer such losses and impairment in the future.

25           99.     MUSA UTHMAN's damages as a direct and proximate result of the aforesaid acts  
26 are in excess of \$15,000.

27     //

28     //

100. It has become necessary for MUSA UTHMAN to engage the services of an attorney to commence this action, and therefore, MUSA UTHMAN is entitled to reasonable attorneys' fees, costs, interest and damages in this action pursuant to Nevada law.

### **EIGHTH CAUSE OF ACTION**

#### **(Negligence — LVCVA)**

101. Plaintiff repeats, realleges and incorporates by reference Paragraphs 1 through 100 as though fully set forth herein.

102. At all times relevant hereto, the Defendant, LVCVA, as the owner and/or operator of the Subject Premises, owed a duty to provide, operate, maintain and/or control the Subject Premises in a reasonably safe condition, free from any dangerous and/or hazardous conditions.

103. At all times relevant hereto, the Defendant, LVCVA, owed a duty to warn of any known dangerous conditions on the Subject Premises.

104. The Defendant, LVCVA, breached the above-described duties of care as a result of one or more of the following acts:

- a. Despite knowledge and notice, negligently allowing the dangerous Subject Machine on the Subject Premises;
- b. Despite knowledge and notice, negligently allowing Crown Corr, Inc. to operate the Subject Machine on the Subject Premises when LVCVA knew and/or should have that Crown Corr, Inc. was unfit to operate the Subject Machine;
- c. Despite knowledge and notice, negligently failing to ensure that the dangerous Subject Machine was used and/or operated properly;
- d. Despite knowledge and notice, negligently failed to inspect the Subject Premises for dangers and/or hazards; and/or
- e. Despite knowledge and notice, negligently failing to warn of the dangers associated with the dangerous Subject machine.

105. Said dangerous and hazardous conditions were known and/or should have been known to the Defendant, LVCVA.

106. As a direct and proximate result of Defendant, LVCVA's negligence, the Plaintiff, MUSA UTHMAN was injured in and about his body, head, face and/or extremities and/or

1 aggravated a pre-existing condition, sustained bodily injury and resulting pain and suffering,  
 2 disability, physical impairment, disfigurement, mental anguish, inconvenience, loss of the capacity  
 3 for the enjoyment of life, physical handicap, loss of earnings, incurred medical, nursing, attendant  
 4 care and life care expenses for his care and treatment and his working ability was impaired; said  
 5 injuries are either permanent or continuing in their nature and MUSA UTHMAN will suffer such  
 6 losses and impairment in the future.

7 107. MUSA UTHMAN's damages as a direct and proximate result of the aforesaid acts  
 8 are in excess of \$15,000.

9 108. It has become necessary for MUSA UTHMAN to engage the services of an  
 10 attorney to commence this action, and therefore, MUSA UTHMAN is entitled to reasonable  
 11 attorneys' fees, costs, interest and damages in this action pursuant to Nevada law.

## 12 **NINTH CAUSE OF ACTION**

### 13 **(Negligence — COUNTY OF CLARK)**

14 109. Plaintiff repeats, realleges and incorporates by reference Paragraphs 1 through 108  
 15 as though fully set forth herein.

16 110. At all times relevant hereto, the Defendant, COUNTY OF CLARK, as the owner  
 17 and/or operator of the Subject Premises, owed a duty to provide, operate, maintain and/or control  
 18 the Subject Premises in a reasonably safe condition, free from any dangerous and/or hazardous  
 19 conditions.

20 111. At all times relevant hereto, the Defendant, COUNTY OF CLARK, owed a duty  
 21 to warn of any known dangerous conditions on the Subject Premises.

22 112. The Defendant, COUNTY OF CLARK, breached the above-described duties of  
 23 care as a result of one or more of the following acts:

- 24 a. Despite knowledge and notice, negligently allowing the dangerous Subject  
 25 Machine on the Subject Premises;
- 26 b. Despite knowledge and notice, negligently allowing Crown Corr, Inc. to operate  
 27 the Subject Machine on the Subject Premises when the COUNTY OF CLARK  
 28 knew and/or should have that Crown Corr, Inc. was unfit to operate the Subject  
 Machine;

- 1 c. Despite knowledge and notice, negligently failing to ensure that the dangerous  
2 Subject Machine was used and/or operated properly;
- 3 d. Despite knowledge and notice, negligently failed to inspect the Subject Premises  
4 for dangers and/or hazards; and/or
- 5 e. Despite knowledge and notice, negligently failing to warn of the dangers  
6 associated with the dangerous Subject machine.

7 113. Said dangerous and hazardous conditions were known and/or should have been  
8 known to the Defendant, COUNTY OF CLARK.

9 114. As a direct and proximate result of Defendant, COUNTY OF CLARK's negligence,  
10 the Plaintiff, MUSA UTHMAN was injured in and about his body, head, face and/or extremities  
11 and/or aggravated a pre-existing condition, sustained bodily injury and resulting pain and  
12 suffering, disability, physical impairment, disfigurement, mental anguish, inconvenience, loss of  
13 the capacity for the enjoyment of life, physical handicap, loss of earnings, incurred medical,  
14 nursing, attendant care and life care expenses for his care and treatment and his working ability  
15 was impaired; said injuries are either permanent or continuing in their nature and MUSA  
16 UTHMANMUSA UTHMAN will suffer such losses and impairment in the future.

17 115. MUSA UTHMAN's damages as a direct and proximate result of the aforesaid acts  
18 are in excess of \$15,000.

19 116. It has become necessary for MUSA UTHMAN to engage the services of an  
20 attorney to commence this action, and therefore, MUSA UTHMAN is entitled to reasonable  
21 attorneys' fees, costs, interest and damages in this action pursuant to Nevada law.

22 //

23 //

24 //

25 //

26 //

27 //

28 //



**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff, MUSA UTHMAN, prays for Judgment against Defendants and each of them as follows:

1. For general and special damages in the sum in excess of \$75,000.00;
2. For an award of attorney's fees and costs;
3. For medical expenses;
4. For pre- and post-judgment interest; and
5. For such other and further relief as the Court deems just and proper under the circumstances.

DATED this 18<sup>th</sup> day of November 2021.

BY: 

JORDAN P. SCHNITZER, ESQ.

Nevada Bar No. 10744

THE SCHNITZER LAW FIRM

9205 W. Russell Road, Suite 240

Las Vegas, Nevada 89148

GERALD F. NEAL, ESQ.

Nevada Bar No. 353

GERALD F. NEAL ESQ., LLC

6765 W Charleston Blvd, Suite 130

Las Vegas, NV 89146

IAN PINKERT, ESQ. (*pro hac pending*)

Florida Bar No. 84572

HALPERN, SANTOS & PINKERT, P.A.

150 Alhambra Circle, Suite 1100

Coral Gables, Florida 33134

*Attorneys for Plaintiff*